

**CONTRACT PERIOD THROUGH JUNE 30, 2003**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **EQUIPMENT ROOM CLEANING AND PAINTING**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 7, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SD/mas  
Attach

Copy to: Clerk of the Board  
Monica Mendoza, Materials Management  
Steve Varscsak, Facilities Management

SPECIFICATIONS ON INVITATION FOR BID FOR:

**EQUIPMENT ROOM CLEANING AND  
STATIONARY EQUIPMENT PAINTING**

1.0 **INTENT:**

The intent of this Invitation For Bid is to establish a contract for building equipment room cleaning and stationary equipment cleaning and painting. This will be a multiple award contract on an as needed basis.

This contract will be divided into two groups:

- Group 1: Equipment room cleaning
- Group 2: Stationary equipment painting

Bidders may bid on both or one group.

2.0 **TECHNICAL SPECIFICATIONS:**

Group 1, Equipment Room Cleaning:

- 2.1 All work to be performed during business hours.
- 2.2 The work entails a complete surface soap and water cleaning of, but not limited to:
  - Walls
  - Ceilings
  - Compressor equipment
  - Air handler exterior housings
  - Boilers
  - Chillers
  - Piping
  - Walkways
  - Doors
  - Stairs and railing
  - HVAC duct (external)
  - Intake grating

EXCEPTIONS TO CLEANING: Electrical panels and switch gear  
Electrical conduit lines shall be dry cleaned
- 2.3 The intent of Group 1 is to have the entire area of the equipment room cleaned (with the exceptions noted). The omission of a requirement (space, surface, etc.) does not relieve contractor from the requirement to perform the services needed. This is to cover minor cleaning services that may have been inadvertently omitted.
- 2.4 Contractor shall place all debris generated from this job into plastic bag containers in a place yet to be determined by the County. It will be the County's responsibility to remove the plastic bags from the site.
- 2.5 To expedite egress and ingress into certain restricted facilities, the successful Contractor shall be required obtain MCSO contractor ID badges. This will require a formal background check for all staff performing this service

Group 2, Stationary Equipment Cleaning and Painting:

- 2.6 Contractor to provide all supervision, labor, tools, equipment, materials, and transportation needed in providing equipment and floor cleaning/painting services.
- 2.7 The purpose of Group 2 is to obtain the services of a contractor to hand wash stationary equipment located in building equipment rooms with subsequent painting of same (i.e., chillers, compressors, boilers, various tanks, heat exchangers, pumps, piping, stands, etc. [electrical boxes excluded]). Additionally, to clean and prepare the concrete floor for paint.

- 2.8 The cleaning/painting process shall be performed in two phases:
- (A) First phase is to clean all equipment/flooring using industry standards. This may be performed during business hours or after hours.
  - (B) Second phase is to paint the equipment/floor. This must be performed during weekend hours.
- 2.9 Concrete floors shall be prepared prior to painting by the Blastrac method. After Blastrac, floor shall be assessed and treated in accordance with ISO 8504:1992. Contractor must use Intergard® 740 epoxy paint, manufactured by International Protective Coatings. Contractor must follow manufacturers application instructions. The County will entertain other options for floor coating brands. If denied, Intergard® must be used.
- 2.10 All adjacent equipment, walls, lighting, electrical, flooring, etc., shall be covered to protect such from over spray of cleaning agents and painting. **If floor coating currently in place is successful, no Blastrac process is required. The Blastrac process is priced by the square foot.**
- 2.11 Contractor to apply rust converters where necessary.
- 2.12 High-heat paint shall be used when painting boilers, **or other type of paint as approved by the County.**
- 2.13 Contractor must ventilate area while painting to avoid fumes escaping into other building rooms.
- 2.14 MSDS sheets shall be supplied to the County on all products used on painting projects.
- 2.15 Any equipment damaged by Contractor's cleaning, the Contractor shall be required repair to an operating and functional basis as before the Contractor arrived on site, at Contractors expense. Paint spillage, over spray, or brush splashing that occurred due to negligence of Contractor shall be cleaned at Contractors expense.
- 2.16 Contractor must respond on-site within four (4) hours on any issues caused by cleaning/painting of equipment.
- 2.17 Contractor must have a minimum of five (5) years experience in industrial/commercial equipment cleaning experience. Proof of such must accompany bid package.
- 2.18 Contractor shall remove all debris generated by the cleanup and painting of the equipment.

Groups 1 and 2:

- 2.19 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no additional cost to the County

2.20 Project Work:

Project work shall mean work performed on work costing over \$1,000.00. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. Contractors must meet at the site to evaluate an accurate quote. As such, each contractor desiring to bid shall submit a competitive project quote for such project work, with award to the lowest bidder of the project. The threshold from time and materials to project work shall be \$1,000.00, or as required by FMD or the using agency

2.21 Time and Materials:

This contract may also be used for time and materials work (under \$1,000) and priced per hour and as bid in the pricing section. Each bidder shall be ranked in the pricing section as first call, second call, third call, and so on. The lowest hourly bid shall be the first contractor called to perform T&M work. ALL contractors are to have an opportunity to bid on project work and the County user agencies MUST ensure all contractors of record receive a project quote.

2.22 Contractor Requirements:

2.22.1 The Contractor shall carry on the operation of cleaning and equipment painting in such a manner that does not damage County property. In the event damage occurs to Maricopa County property or any adjacent property by reason of any service operations performed under this contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor

2.22.2 All work performed by the Contractor shall be subject to inspection and approval by the user agency and/or the Facilities Management Department for quality and completeness, prior to issuance of payment

2.22.3 Invoicing:

Note: The Contractor must obtain a purchase order from the requesting agency prior to the start of any work.

Invoicing for project work must contain: Contract serial number; Purchase order number; Terms as bid; A detailed description of work performed; Name and address of job site; FMD building number; Combined labor and materials cost (tax, if any, 65% construction tax on combined labor/materials); And grand total. Attached to the invoice must be the project quote sheet. If any change orders took place, copies of change orders must be attached.

All invoicing for time and materials work shall be sent to the County user agency that has requested the services of the Contractor. All T&M invoicing MUST include: Purchase order number; Terms as bid; Contract serial number; Job site name and address; FMD building number; Description of work performed; Itemized materials list description; Price of materials; Total labor hours; Labor charges as bid; Applicable sales tax on materials only; Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.22.4 Tax:

Taxes shall be imposed on paint and paint coatings purchased by the County. No tax shall be levied against labor (with exceptions noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of TWO (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

### 3.3 INDEMNIFICATION AND INSURANCE

#### 3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. CONTRACTOR'S duty to defend, indemnify and hold harmless the COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the CONTRACTOR may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, indemnify and hold harmless, the COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the CONTRACTOR, anyone CONTRACTOR directly or indirectly employs or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the COUNTY.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the COUNTY.

### 3.4 INSURANCE REQUIREMENTS

CONTRACTOR, at CONTRACTOR'S own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the COUNTY.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the COUNTY, constitute a material breach of this Contract.

The CONTRACTOR'S insurance shall be primary insurance as respects the COUNTY, and any insurance or self-insurance maintained by the COUNTY shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the COUNTY.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the COUNTY under such policies. The CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention and the COUNTY, at its option, may require the CONTRACTOR to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The COUNTY shall not be obligated, however, to review such policies and/or endorsements or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of the COUNTY'S right to insist on strict fulfillment of CONTRACTOR'S obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the COUNTY, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the COUNTY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S work or service.

3.4.1 Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for CONTRACTOR'S operations and products and completed operations.

If the CONTRACTOR subcontracts any part of the work, services or operations awarded to the CONTRACTOR, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the CONTRACTOR'S work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the CONTRACTOR'S Commercial General Liability insurance.

3.4.2 Automobile Liability. CONTRACTOR shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.3 Workers' Compensation. The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR'S employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the CONTRACTOR.

### **3.5 CERTIFICATES OF INSURANCE**

Prior to commencing work or services under this Contract, CONTRACTOR shall furnish the COUNTY with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the CONTRACTOR'S work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the COUNTY fifteen (15) days prior to the expiration date. **CERTIFICATES RECEIVED WITHOUT THE CONTRACT NUMBER ON THEM WILL BE RETURNED AND THE CONTRACTOR CHARGED A \$25.00 ADMINISTRATIVE FEE.**

**3.6 CANCELLATION AND EXPIRATION NOTICE:**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

**3.7 TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

**3.8 USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

**3.9 ADDITIONAL PRICING:**

Bidders are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in this Invitation For Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. ONE set of catalogs/pricing documents shall accompany any additional pricing offered.

**3.10 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability maybe considered non-responsive and not eligible for award consideration.

**3.11 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

**3.12 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability maybe considered non-responsive and not eligible for award consideration.

**Purchase Card Clarification.**

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.

2. The vendor/contractor does not have to invoice Maricopa County.

3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.13 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST – (602) 506-3450

Technical Telephone inquiries shall be addressed to:

STEVE VARSCSAK, FMD (602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.14 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON APRIL 18, 2000, 9:00AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003**

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.



**4.4 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**4.9 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance

with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.14 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.15 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.16 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.17 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.18 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.19 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**4.20 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

**4.21 GUARANTEE:**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

**4.22 DELIVERY:**

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.23 PRICE REDUCTIONS:**

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**4.24 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.25 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**ALL PRO SERVICE MANAGEMENT, 2211 W 1<sup>ST</sup> ST #108, TEMPE AZ 85281**

**S017910/BO604591**

COMPANY CONTACT (REP): Todd J. Bure  
E-MAIL ADDRESS (REP): AllPro@PSN.NET

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES \_\_\_\_ NO

ACCEPT PROCUREMENT CARD: X YES \_\_\_\_ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: X YES \_\_\_\_ NO \_\_\_\_ % REBATE  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES \_\_\_\_ NO \_\_\_\_

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES \_\_\_\_ NO

**6.0**

**PRICING:S017910/B0604591**

ITEM DESCRIPTION	YEAR 1	YEAR 2	YEAR 3
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Per hour pricing for time and materials work up to \$1,000.00. Over \$1,000.00 to be project quoted by all vendors  
Contractors may bid on both Groups or one.

Group 1, Equipment room cleaning:

6.1 Labor, per specifications, regular business hours:	\$ <u>31.25</u> /per hr.	\$ <u>32.20</u> /per hr.	\$ <u>33.20</u> /per hr.
6.2 Labor, per specifications, after hours:	\$ <u>40.00</u> /per hr.	\$ <u>41.25</u> /per hr.	\$ <u>42.50</u> /per hr.
6.2.1 Blastrac process:	\$ <u>.30</u> /per sq. ft.	\$ <u>.35</u> / per sq. ft.	\$ <u>.35</u> /per sq. ft.

Group 2, Stationary equipment cleaning and painting:

6.3 Labor, per specifications, regular business hours:	\$ <u>27.50</u> /per hr.	\$ <u>28.35</u> /per hr.	\$ <u>29.20</u> /per hr.
6.4 Labor, per specifications, after hours:	\$ <u>32.50</u> /per hr.	\$ <u>33.50</u> /per hr.	\$ <u>34.50</u> /per hr.

6.5 Labor, for services outside the scope of the contract (This labor rate shall apply to anything related or connected to base equipment room cleaning/equipment painting, but not covered by the specifications of contract):

\$ 21.25 /per hr.

6.6 Materials, cost plus: 10 %

Terms: 2%, 10 or NET 30

Vendor Number: 860636494

Federal Tax ID Number: 860636494

Telephone Number: (480) 968-0066

Fax Number: (480) 968-0067

Contract Period: To cover the period ending June 30, 2003.

**MINTIE CORPORATION, 1434 E UNIVERSITY DRIVE, PHOENIX AZ 85034**

**S017910/BO604591**

COMPANY WEB SITE: www.mintie.com  
 COMPANY CONTACT (REP): Patrick Foltz  
 E-MAIL ADDRESS (REP): pfoltz@mintie.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES \_\_\_\_ NO

ACCEPT PROCUREMENT CARD: X YES \_\_\_\_ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: X YES \_\_\_\_ NO 2 % REBATE  
 (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES \_\_\_\_ NO \_\_\_\_

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES \_\_\_\_ NO

**6.0**

**PRICING:S017910/B0604591**

ITEM DESCRIPTION	YEAR 1	YEAR 2	YEAR 3
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Per hour pricing for time and materials work up to \$1,000.00. Over \$1,000.00 to be project quoted by all vendors  
 Contractors may bid on both Groups or one.

Group 1, Equipment room cleaning:

6.1 Labor, per specifications, regular business hours:	\$ <u>25.00</u> /per hr.	\$ <u>25.00</u> /per hr.	\$ <u>25.00</u> /per hr.
6.2 Labor, per specifications, after hours:	\$ <u>32.00</u> /per hr.	\$ <u>32.00</u> /per hr.	\$ <u>32.00</u> /per hr.
6.2.1 Blastrac process:	\$ <u>.41</u> /per sq. ft.	\$ <u>.41</u> / per sq. ft.	\$ <u>.41</u> /per sq. ft.

Group 2, Stationary equipment cleaning and painting:

6.3 Labor, per specifications, regular business hours:	\$ <u>34.00</u> /per hr.	\$ <u>34.00</u> /per hr.	\$ <u>34.00</u> /per hr.
6.4 Labor, per specifications, after hours:	\$ <u>40.00</u> /per hr.	\$ <u>40.00</u> /per hr.	\$ <u>40.00</u> /per hr.

6.5 Labor, for services outside the scope of the contract (This labor rate shall apply to anything related or connected to base equipment room cleaning/equipment painting, but not covered by the specifications of contract):

\$ 25.00 /per hr.

6.6 Materials, cost plus: 10 %

**6.2 Per hour price is for weekends and Holidays. Any weekly evening work falls under 6.1.**

Terms: 2%, 20 DAYS

Vendor Number: 951928657 A

Federal Tax ID Number: 95-1928657

Telephone Number: (602) 340-8441

Fax Number: (602) 253-0930

Contract Period: To cover the period ending June 30, 2003.